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EXAMINER	
PERRY, LINDA C	
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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No.	Applicant(s)	
	10/689,135	WOODRUFF ET AL.	
	Examiner	Art Unit	
	LINDA C. PERRY	4182	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *26 October 2007*.

2a)☐ This action is **FINAL**. 2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-16,18-23,26 and 30* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-16, 18-23,26 and 30* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☒ The drawing(s) filed on *20 October 2003* is/are: a)☐ accepted or b)☒ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☒ Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date *05/09/2005*.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____.
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

DETAILED ACTION

1. This Office Action is responsive to Applicant's amendment and request for reconsideration of application number 10/689,135 filed on 10/26/2007.

The amendment contains original claims 1-16 and 18-22.

The amendment contains amended claims 23, 26, and 30.

Claims 17, 24-25, 27-29 and 31-33 have been cancelled.

Information Disclosure Statement

2. The information disclosure statement (IDS) submitted on 05/09/2005 was filed after the mailing date of the application on 10/20/2003. The submission is in compliance with the provisions of 37 CFR 1.97. Accordingly, the information disclosure statement is being considered by the examiner.

Drawings

3. The drawings are objected to because:

Figure 2 shows investor purchases second security but claims (1, 18-20, 28, 32) only show investor being loaned a quantity of security by second entity.

Corrected drawing sheets in compliance with 37 CFR 1.121(d) are required in reply to the Office action to avoid abandonment of the application. Any amended replacement drawing sheet should include all of the figures appearing on the immediate prior version of the sheet, even if only one figure is being amended. The figure or figure number of an amended drawing should not be labeled as "amended." If a drawing figure is to be canceled, the appropriate figure must be removed from the replacement sheet, and where necessary, the remaining figures must be renumbered and appropriate changes made to the brief description of the several views

of the drawings for consistency. Additional replacement sheets may be necessary to show the renumbering of the remaining figures. Each drawing sheet submitted after the filing date of an application must be labeled in the top margin as either "Replacement Sheet" or "New Sheet" pursuant to 37 CFR 1.121(d). If the changes are not accepted by the examiner, the applicant will be notified and informed of any required corrective action in the next Office action. The objection to the drawings will not be held in abeyance.

Claim Objections

4. Claims 1, 5-19, 11-16, 19, 20, 23, 26 and 30 are objected to because of the following informalities:

Claim 1 shows second entity entering into a forward purchase contract, but in fact it is a forward purchase contract from the viewpoint of the first entity; it is a forward sale contract from the viewpoint of the second entity (second entity delivers a quantity of security). Claims 5-9, 11-16, 19, 20, 26, and 30 also refer to a forward purchase contract.

Both claim 11 and 12 ask for a payment of the total distributions paid on the security until settlement of forward purchase, but do not cite a beginning of the interval. They should likely read total of distributions paid during the term of the forward contract.

Claim 12 recites the same limitations as claim 11, thus does not further limit claim 11.

Claim 23 as amended references both claims 21 and 22.

Appropriate correction is required.

Claim Rejections - 35 USC § 112

5. The following is a quotation of the second paragraph of 35 U.S.C. 112:

> The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claims 1- 30 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claim 1 shows second entity entering into a forward purchase contract, but in fact it is a forward purchase contract from the viewpoint of the first entity; it is a forward sale contract from the viewpoint of the second entity. The scope of the claim is thus unclear. Similar comments apply to claims 5-9, 11-16, 19-20, 26, and 30.

Both claim 11 and 12 ask for a payment of the total distributions paid on the security until settlement of forward purchase, but do not cite a beginning of the interval. The scope of the claims is thus unclear.

Claims 12 and 13 name a 'second amount' but nowhere in the preceding claims is a 'first amount' discussed. The scope of the claim is thus unclear.

Claim Rejections - 35 USC § 102

6. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

> A person shall be entitled to a patent unless –
>
> (e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

Claims 26 and 30 are rejected under 35 U.S.C. 102(e) as being anticipated by Dwin (U.S. Patent Application Publication No. 2004/0030638 hereinafter referred to as Dwin).

. Dwin teaches *a system for increasing an amount of a security available to an investor for borrow, the security issued by a first entity, the system comprising a computing device* (**Abstract, ¶ [0078] and FIG. 8**) *for purchasing, on behalf of a second entity, a first quantity of the security as part of a transaction that includes a forward purchase contract that obligates the second entity to subsequently deliver a second quantity of the security to the first entity* (**¶ [0010]**);

electronically transferring funds between an account of the first entity and an account of the second entity (**¶ [0084]**);

lending, on behalf of the second entity, a third quantity of the security to an investor (**¶ [0010]**); *and*

electronically transferring funds between an account of the investor and an account of the second entity (**¶ [0084]** and loan fee **¶ [0053]**).

Claim 30 is rejected using same art and rationale as used in rejecting claim 26.

Claim Rejections - 35 USC § 103

7. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

The factual inquiries set forth in *Graham* **v.** *John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.

3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

Claims 1-4 and 6 are rejected under 35 U.S.C. 103(a) as being unpatentable over Monetizing unrealized gains in non-strategic assets (International Tax Review, Jun, 2000, hereinafter referred to as NPL1), in view of Mosler et al. (U.S. Patent Application Publication No. 2002/0010670 hereinafter referred to as Mosler).

Regarding claim 1, NPL1 teaches *A method for increasing an amount of a security available to an investor for borrow* (needs of active stock market participants or market-makers to obtain stock to deliver on short sales **page 11 ¶ [0007]**) *and lending a third quantity of the security to the investor* (stock lending is driven by …needs of active stock participants or market-makers to obtain stock to deliver on short sales page 11 ¶ [0007]).

NPL1 does not teach the security issued by a first entity, and second entity purchasing security and entering into a forward contact obligating second entity to deliver security to the first entity.

Mosler teaches *the security issued by a first entity* (Treasury subject of contract **¶ [0112]**), *the method comprising: by a second entity, purchasing a first quantity of the security* (A "reverse repo" or a "reverse repurchase agreement" is a short-term loan agreement by which one party buys an asset from another party, but promises to sell back the asset at a specified time **¶ [0236]**);

entering into a forward purchase contract with the first entity, wherein the forward purchase contract obligates the second entity to subsequently deliver a second quantity of the security to the first entity (**¶ [0236]**).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify covering short sales as taught by NPL1 to adapt a reverse repurchase as taught by

Mosler. The motivation would be to describe a transaction whereby the second entity can loan shares, increasing market liquidity, with few financial consequences.

Regarding claim 2, NPL1 does not teach buying the first quantity from the first entity.

Mosler teaches *wherein purchasing the first quantity of the security includes purchasing the first quantity of the security from the first entity* (**¶ [0112], [0110], and [0236]**).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify covering short sales as taught by NPL1 to adapt purchasing Treasuries as taught by Mosler. The motivation would be to describe shorting government securities.

Regarding claim 3, NPL1 teaches *wherein purchasing the first quantity of the security includes purchasing the first quantity of the security from an intermediary* ([stock-lending] is driven by desire of long-term passive investor, such as a pension fund, to earn additional income from securities **page 11, ¶ [0008]**).

Regarding claim 4, NPL1 teaches *wherein purchasing the first quantity of the security includes purchasing common stock* (**page 11, ¶ [0008]**).

Regarding claim 6, NPL1 teaches *wherein the forward purchase contract obligates the second entity to subsequently deliver a quantity of the security equal to the first quantity to the first entity* (agreement to sell securities coupled with an agreement to repurchase the same or equivalent securities at a future time **page 11, ¶ [0004]**).

Claims 5 and 16 are rejected under 35 U.S.C. 103(a) as being unpatentable over Monetizing unrealized gains in non-strategic assets (International Tax Review, Jun, 2000,

hereinafter referred to as NPL1), in view of Mosler et al. (U.S. Patent Application Publication No. 2002/0010670 hereinafter referred to as Mosler), and further in view of Davis III (U.S. Patent Application Publication 2005/0044024 hereinafter referred to as Davis).

Regarding claim 5, neither NPL1 nor Mosler specifically teaches one price for both of the 'repo' purchases.

Davis teaches *wherein purchasing the first quantity of the security includes purchasing the first quantity of the security for a first price, and wherein entering into the forward purchase contract includes obligating the second entity to subsequently deliver the second quantity of the security to the first entity for the first price* (**Abstract, ¶ [0009]**).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the method for increasing a security available for borrow as taught by the combination of NPL1 and Mosler to adapt a 'repo' with trades occurring at the same price as taught by Davis. The motivation would be to illustrate the equivalent of a short-term loan wherein the value of the securities does not change appreciably.

Regarding claim 16, neither NPL1 nor Mosler teaches the settlement date of the forward purchase being related to a maturity or put or call date of the second security.

Davis teaches *wherein the forward purchase contract obligates the second entity to fulfill the forward purchase contract by a settlement date that is one of a maturity date of a second security issued by the first entity, a put date of the second security and a call date of the second security* (**Claim 1**).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the method for increasing a security available for borrow as taught by the combination of NPL1 and Mosler to adapt the forward purchase settlement date related to the second issue's maturity date as taught by Davis. The motivation would be to coordinate the cash flows related to the securities.

Claims 7 and 8 are rejected under 35 U.S.C. 103(a) as being unpatentable over Monetizing unrealized gains in non-strategic assets (International Tax Review, Jun, 2000, hereinafter referred to as NPL1) in view of Mosler et al. (U.S. Patent Application Publication No. 2002/0010670 hereinafter referred to as Mosler).

Regarding claim 7, NPL1 does not disclose entering into first purchase and forward purchase simultaneously.

Mosler teaches *wherein entering into the forward purchase contract includes entering into the forward purchase contract when the first quantity of the security is purchased* (**¶ [0236]**).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify 'repo' as taught by NPL1 to adapt the timing of the forward contract as taught by Mosler. The motivation would be to specify a common form of 'repo'

Regarding claim 8, NPL1 teaches *wherein entering into the forward purchase contract includes the second entity receiving a first payment before a settlement date of the forward purchase contract* (net paying 'repo' in which seller (entity 1) is not compensated for interest coupons or dividend missed. The seller (entity 1) would be regarded as still receiving the dividend or coupon, but then paying it over to the purchaser (entity 2) **page 11, ¶ [0005]**).

Claims 7-9, 11, 12, 14, and 18-20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Monetizing unrealized gains in non-strategic assets (International Tax Review, Jun, 2000, hereinafter referred to as NPL1), in view of Mosler et al. (U.S. Patent Application Publication No. 2002/0010670 hereinafter referred to as Mosler), further in view of Dwin (U.S. Patent Application Publication No. 2004/0030638 hereinafter referred to as Dwin).

Regarding claim 7, neither NPL1 nor Mosler specifies that entering into forward purchase contract is done at the same time as buying the security.

Dwin teaches *wherein entering into the forward purchase contract includes entering into the forward purchase contract when the first quantity of the security is purchased* (**¶ [0003]**).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the method of increasing securities available for borrow as taught by the combination of NPL1 and Mosler to adapt a 'repo' wherein the forward contract is entered into at the same time as the loan of securities as taught by Dwin. The motivation would be to illustrate a certain type of 'repo'.

Regarding claim 8, neither NPL1 nor Mosler specifies payment to second entity before settlement.

Dwin teaches *wherein entering into the forward purchase contract includes the second entity receiving a first payment before a settlement date of the forward purchase contract* (margin paid from seller, lending fee charged by buyer **¶ [0032]**).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the method of increasing securities available for borrow as taught by the combination of NPL1 and Mosler to adapt payments customary between buyer and seller of security in a 'repo' as taught by Dwin. The motivation would be to illustrate the details of a 'repo' agreement.

Regarding claim 9, neither NPL1 nor Mosler teaches second entity receiving payment when forward purchase contract is entered into.

Dwin teaches *wherein the second entity receiving the first payment includes the second entity receiving the first payment when the forward purchase contract is entered into* (loan margin paid from seller (first entity) in exchange for funds from buyer (second entity) **¶ [0032]**).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the method of increasing securities available for borrow as taught by the combination of NPL1 and Mosler to adapt simultaneous funds exchange as taught by Dwin. The motivation would be to illustrate the details of a 'repo' agreement.

Regarding claim 11, NPL1 teaches *the second entity pay[s] the first entity an amount equal to a sum of:a total of any distributions paid on the security until the settlement date of the forward purchase contract (*purchaser will need to make substitute payments to compensate for any interest coupons or dividends missed by seller **page 11 ¶ [0004]**);

Neither NPL1 nor Mosler teaches payment of fees from an investor who borrows the security.

Dwin teaches *and a total of any payments the second entity receives for lending the third quantity of the security to the investor* ('repo' desk lends loans (securities) to short seller **¶ [0049]**).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the 'repo' agreement as taught by the combination of NPL1 and Mosler to adapt paying the first entity the sums gained by second entity for loaning out stock to an investor. The motivation would be to observe the rule that the first entity retains all rights in a security when loaning it out.

Regarding claim 12, the same art and rationale used in rejecting claim 11 apply.

Regarding claim 14, the same art and rationale used in rejecting claim 11 apply.

Regarding claim 18, neither NPL1 nor Mosler teaches second entity lends specific quantity of security to investor.

Dwin teaches *wherein lending the third quantity of the security to the investor includes lending at least one of the first and second quantities of the security to the investor* (**¶ [0049]**).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the 'repo' agreement as taught by the combination of NPL1 and Mosler to adapt second entity's lending a specific part of the quantity borrowed from entity one to the investor. The motivation would be to illustrate increasing liquidity by providing security to a short seller.

Regarding claim 19, neither NPL1 nor Mosler discloses investor's receiving loan when 'repo' agreement is entered into.

Dwin teaches *wherein lending the third quantity of the security to the investor includes lending the third quantity of the security to the investor when the first quantity of the security is purchased and the forward purchase contract is entered into* (**claim 16**).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the 'repo' agreement as taught by the combination of NPL1 and Mosler to adapt simultaneous lending of security to an investor. The motivation would be to accommodate a short seller.

Regarding claim 20, neither NPL1 nor Mosler discloses investor's receiving loan after 'repo' agreement is entered into.

Dwin teaches *wherein lending the third quantity of the security to the investor includes lending the third quantity of the security to the investor after the first quantity of the security is purchased and the forward purchase contract is entered into* (**¶ [0010]**).

It would have been obvious to one of ordinary skill in the art at the time of the invention

to modify the 'repo' agreement as taught by the combination of NPL1 and Mosler to adapt later lending of security to an investor. The motivation would be to describe a borrower who builds a portfolio of securities prior to being approached by short seller for a loan.

Claim 10 is rejected under 35 U.S.C. 103(a) as being unpatentable over Monetizing unrealized gains in non-strategic assets (International Tax Review, Jun, 2000, hereinafter referred to as NPL1), in view of Mosler et al. (U.S. Patent Application Publication No. 2002/0010670 hereinafter referred to as Mosler), and in view of Dwin (U.S. Patent Application Publication No. 2004/0030638 hereinafter referred to as Dwin), and further in view of Finkelstein et al. (U.S. Patent Application Publication No. 2001/0037284 hereinafter referred to as Finkelstein).

Regarding claim 10, neither NPL1 nor Mosler nor Dwin teaches second entity receiving payment for a second amount of security when the forward purchase contract is entered into.

Finkelstein teaches *wherein the second entity receiving the first payment includes the second entity receiving a payment equal to a sale price of the second quantity of the security* (a Flex 'repo', a repurchase agreement that provides for principal draw downs (**¶ [0017]**).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the method of increasing securities available for borrow as taught by the combination of Mosler, NPL1, and Dwin to adapt payments for the second amount before execution of the repurchase as taught by Finkelstein. The motivation would be to illustrate variations on the theme of a 'repo' existing in the marketplace.

Claims 13 and 15 are rejected under 35 U.S.C. 103(a) as being unpatentable over

Monetizing unrealized gains in non-strategic assets (International Tax Review Jun, 2000, hereinafter referred to as NPL1), in view of Mosler et al. (U.S. Patent Application Publication No. 2002/0010670 hereinafter referred to as Mosler), in view of Dwin (U.S. Patent Application Publication No. 2004/0030638 hereinafter referred to as Dwin), and further in view of Ross (U.S. Patent Application Publication No. 2002/009406 hereinafter referred to as Ross).

Regarding claim 13, neither NPL1 nor Mosler nor Dwin teaches the second entity may pay the at least some of the amount equal to the distributions on the security borrowed in stock.

Ross teaches *wherein the forward purchase contract permits the second entity to pay at least a portion of the second amount with stock* (**¶ [0114]**).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify payment of distributions owed as taught by the combination of NPL1, Mosler, and Dwin to adapt payment of the distributions in stock as taught by Ross. The motivation would be to replicate payments in stock as they might have been made to the second entity.

Regarding claim 15, the same art and rational used in rejecting claim 13 apply.

Claims 21-23 are rejected under 35 U.S.C. 103(a) as being unpatentable over Monetizing unrealized gains in non-strategic assets (International Tax Review Jun, 2000, hereinafter referred to as NPL1), in view of Mosler et al. (U.S. Patent Application Publication No. 2002/0010670 hereinafter referred to as Mosler), and further in view of Dokken (U.S. Patent Application Publication No. 2004/0054613 hereinafter referred to as Dokken).

Regarding claim 21, neither NPL1 nor Mosler teaches second entity's underwriting second security issued by first entity.

Dokken teaches *the second entity underwriting an issuance of a second security issued by the first entity* (**¶ [0027], [0029-0042], [0099]**).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify 'repo' as taught by NPL1 and Mosler to adapt underwriting of second security as taught by Dokken. The motivation would be to provide added liquidity to first entity.

Regarding claim 22, neither NPL1 nor Mosler teaches second security issued having call, put, or maturity date coinciding with settlement date of forward purchase contract.

Dokken teaches *wherein the second security has at least one of a maturity date, a call date, and a put date that coincides with a settlement date of the forward purchase contract* (**¶ [0029], [0040], [0099], [0101]**).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify 'repo' as taught by the combination of NPL1 and Mosler to adapt underwriting of a loan as taught by Dokken. The motivation would be to provide a pool of investments likely to provide further liquidity to the first entity.

Regarding claim 23, neither NPL1 nor Mosler teaches the second issued security's being a convertible bond or stock.

Dokken teaches *wherein the second security comprises a convertible security selected from the group comprising a convertible bond security and a convertible preferred stock security* (**¶ [0042]** where similar instrument is interpreted as similar to original asset, i.e. security issued by first entity, and said security is a convertible).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify 'repo' as taught by the combination of NPL1 and Mosler to adapt underwriting of a convertible as taught by Dokken. The motivation would be to demonstrate providing securities with better risk profile for original issuer.

Conclusion

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

U.S. Patent Application Publication No.2003/00733232 to Sugahara describes borrower paying lender In-Lieu-Of dividend, short synthetic exposure, and mark to market of security loaned, and security consisting of many kinds of stocks and convertible bonds.

U.S. Patent Application Publication No. 2003/0074300 to Norris describes repurchase with and without an auction of securities, where security may be a bond.

U.S. Patent Application Publication No. 2003/0182220 to Galant describes bootstrapping yields, callable and putable bonds, and repurchase studies.

U.S. Patent Application Publication No. 2005/0044026 to Leistner describes hedging repurchase agreement.

U.S. Patent No. 5,802,499 to Sampson describes repurchase with customer determining which assets it will accept as collateral.

How to stay ahead in equity financing (international Securities Lending, Fourth Quarter 1998, pg.12 discusses disadvantages of accepting collateral consisting of equity.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to LINDA C. PERRY whose telephone number is (571)270-1466. The examiner can normally be reached on 7:30AM-5PM Mon-Fri, Alt Fridays, EST.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Thu Nguyen can be reached on (571)272-6967. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

Signature:/Linda C Perry/
Examiner, Art Unit 4182

Name: Linda C. Perry

Date: 12/18/2007

/Thu Nguyen/
Supervisory Patent Examiner, Art Unit 4182